

S/N 10/560,191

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	BOSSARD et al.	Examiner:	UNKNOWN
Serial No.:	10/560,191	Group Art Unit:	UNKNOWN
Filed:	12/05/2005	Docket No.:	15261.0003USWO
Confirmation No.:	UNKNOWN		
Title:	DEVICE AND METHOD FOR REMOVING A COMPOSITION FROM THE SKIN		

**PETITION UNDER 37 C.F.R. § 1.47(a) TO COMPLETE THE FILING
ON BEHALF OF A DECEASED INVENTOR WHERE ADMINISTRATOR OR LEGAL
REPRESENTATIVE CANNOT BE APPOINTED IN A TIMELY FASHION**

Mail Stop: PETITION
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Applicants respectfully petition the Commissioner to complete the filing of the above-captioned application despite the unavailability or inability of inventor Andrew Robert McLeish, deceased, or an Administrator or other legal representative of the inventor estate to execute the formal documents.

The Assignee, in this case, Reckitt Benckiser plc, has submitted a Declaration Under 37 C.F.R. § 1.63 signed by inventors Isabelle Bossard, Carl Dibnah and Tracey Thompson. The only other inventor, Andrew Robert McLeish, deceased, is unable to sign the Declaration due to his death on December 26, 2004 in the Tsunami in Thailand. Mr. McLeish died intestate. The following documents show that inventor Andrew Robert McLeish was an employee of Pure Realization, performed product development for Pure Realization. This product development was conducted in the sole interest of Reckitt Benckiser, and that inventor Andrew Robert McLeish assigned all rights and title to the invention and the application to Reckitt Benckiser.

We have enclosed with this letter:

A Statement of Facts by Practitioner for signature by joint inventor on behalf of deceased inventor where legal representation cannot be appointed in due time,

BEST AVAILABLE COPY

A copy of a statement signed by Andrew Baraclough of Pure Realisation Ltd., a copy of an agreement between Pure Realisation Ltd. and Reckitt Benckiser signed by Andrew Baraclough on behalf of Pure Realisation Ltd.

A copy of correspondence between Andrew Robert McLeish (deceased), solicitor and Reckitt Benckiser,

A copy of Andrew Robert McLeish's death certificate; and

A copy of assignment/agreement signed by inventor Andrew Robert McLeish (deceased) showing that the rights and interests up to the present invention have been wholly assigned in a stepwise manner from the inventor to Reckitt Benckiser plc; all in support of this petition.

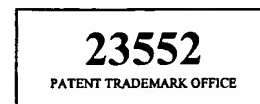
If the Petitions Office has any questions regarding these papers, the Petitions Examiner is respectfully requested to contact the undersigned at the below listed address and telephone number.

Respectfully submitted,

31 Mar 2006
Date

Mark DiPietro
Mark DiPietro
Reg. No. 28,707
MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903
Telephone: (612) 371-5375
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STATEMENT OF FACTS BY PRACTITIONER FOR SIGNATURE BY JOINT INVENTORS ON BEHALF OF DECEASED INVENTOR AND WHERE LEGAL REPRESENTATION CANNOT BE APPOINTED IN DUE TIME

Mail Stop: PETITION
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This paper is filed in regard to application Serial No. 10/560,191, which application is a National Stage continuation application of International No. PCT/GB2004/001683 filed April 19, 2004, which application is a continuation application Great Britain Application No. 0313032.5 filed June 6, 2003 and Great Britain Application No. 0326651.7 filed November 15, 2003.

1. I, Mark J. DiPietro, Esquire, am the Practitioner for Applicants in this case and state that I have been informed that the non-signing joint inventor Andrew Robert McLeish passed away on December 26, 2005 during the Tsunami in Thailand along with this wife. Due to the fact that the inventor and his wife were both killed in the Tsunami and his wife has not been found, to date, no Administrator or legal representative has been appointed for handling the estate of the deceased. This situation has become more difficult in light of the fact that the inventor died intestate.

2. The following documents show that inventor Andrew Robert McLeish was an employee of Pure Realization and performed product development for Pure Realization. Pure Realization conducted this product development in the sole interest of Assignee Reckitt

Benckiser plc, and that inventor Andrew Robert McLeish assigned all rights and title to the invention and the application to Reckitt Benckiser plc.

3. The enclosed Declaration Under 37 C.F.R. § 1.63 lists all inventors and has been executed by the living joint inventors on their own behalf, in order to comply with the provisions of 37 C.F.R. § 1.47(a) in light of M.P.E.P. 409.03(c).

4. A supplemental Declaration bearing the signature of a properly authorized representative of the deceased non-signing inventor will be submitted in due course upon the appointment of an appropriate executor, administrator or other appropriate legal representative of the inventor or his wife.

Respectfully submitted,

31 Mar 2006

Date

Mark DiPietro

Mark DiPietro

Reg. No. 28,707

MERCHANT & GOULD P.C.

P.O. Box 2903

Minneapolis, MN 55402-0903

Telephone: (612) 371-5375

E-mail: mdipietro@merchant-gould.com

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PATENT TRADEMARK OFFICE

I, the undersigned, Andrew Barraclough hereby declare that:

1. I am the Managing Director of Pure Realisation Ltd of 19 Kingfield Road, Sheffield, S11 9AS, UNITED KINGDOM.
2. I attest that Andrew Robert McLeish was an employee of Pure Realisation Ltd and that his employment commenced on 1st January 2002.
3. I confirm that at the time the designs listed below were made, Andrew McLeish was an employee of Pure Realisation Ltd and that he was a designer or inventor on these cases (designer for the "D" cases and inventor for the "P" cases).
4. There exists an agreement between Pure Realisation Ltd and Reckitt Benckiser Corporate Services Limited.
5. I confirm that the work performed by Mr McLeish on these cases was within the scope of the "Services" and/or "Work" indicated in the agreement between Reckitt Benckiser Corporate Services Limited and Pure Realisation Ltd.
6. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and, further, that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardise the validity of the application of any patent issuing therefrom.

Respectfully submitted;



Andrew Barraclough
Managing Director of Pure Realisation Ltd.

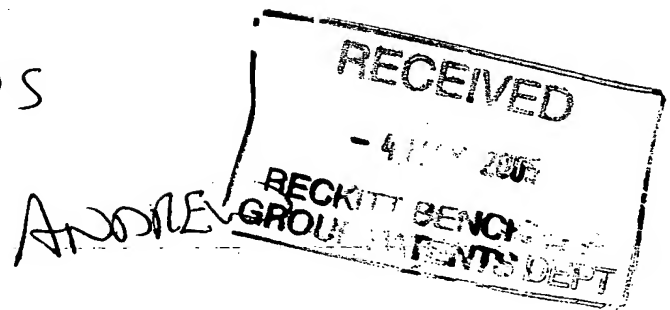
3/5/05
Date

Case	Applicant	Priority Number	Description
10483D1	Reckitt Benckiser (UK) Limited	2089606	Pyramid shape
10484D1	Reckitt Benckiser (UK) Limited	2089607	Base only
10495P1	Reckitt Benckiser (UK) Limited	0004624.3	Diffuser
10712D4	Reckitt Benckiser N.V.	2102838	Capsules
10735D1	Reckitt Benckiser (UK) Limited	2104758	Capsule/tablet
10736D1	Reckitt Benckiser (UK) Limited	2104757	Capsule/tablet
10737D1	Reckitt Benckiser (UK) Limited	2104759	Capsule/tablet
10779D4	Reckitt Benckiser N.V.	78415-01/2/3	Capsule
10780D4	Reckitt Benckiser N.V.	78387-01-10	Capsule
10783D4	Reckitt Benckiser N.V.	78387-01-10	Capsule
10788P1	Reckitt Benckiser (UK) Limited	AWAITED	Re-fill emanator
10882D4	Reckitt Benckiser N.V.	78021-01/10	Capsule
10883D4	Reckitt Benckiser N.V.	78016-01/50	Capsule
11147D1	Reckitt Benckiser (UK) Limited	3008754	Air freshener device
11152D4	Reckitt Benckiser N.V.	3009977	Capsule
11215D4	Reckitt Benckiser N.V.	3011845	Capsule
11250D1	Reckitt Benckiser (UK) Limited	3013246	Bottle
11243P1	Reckitt Benckiser (UK) Limited	0313032.5	Spatula
11254D1	Reckitt Benckiser (UK) Limited	3013597	Air freshener device
11265D1	Reckitt Benckiser (UK) Limited	3013046	Spatula
11266D1	Reckitt Benckiser (UK) Limited	3013047	A pack
11267D1	Reckitt Benckiser (UK) Limited	3013048	A pack
11318D1	Reckitt Benckiser (UK) Limited	3015203	Blister pack
11319D1	Reckitt Benckiser (UK) Limited	000109103	Cap
11360P1	Reckitt Benckiser (UK) Limited	0326651.7	Spatula
11357D1	Reckitt Benckiser (UK) Limited	3015204	Insert
11404D4	Reckitt Benckiser N.V.	000156344	Capsule
11435D1	Reckitt Benckiser (UK) Limited	000195755	Blister pack

TERRY
AS PROMISED.

REGARDS

PURE



imaginationtorealisation

pure realisation limited, 4 brooklyn works, green lane, kelham island, sheffield, s3 8sh
t +44 (0) 1189 212721 f +44 (0) 1189 212821
create@purealisation.com www.purealisation.com

Reckitt & Colman Legal Department Archive Agreement Document

R&C Party: Reckitt Benckiser Corporate Services Ltd

On behalf of the whole R&C Group?:

Other Party: Pure Realisation Ltd

Type of Agreement: Design Agency Agreement
Date of Agreement: 10 October 2003
Lodged by: J Wilkinson
Status: On Site
Reference Number: SA0586
Term of Agreement:

Detail:

Product:

Category:

Project:

Brief Description of Agreement or Property (In the case of Deeds):

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Previous Agreements Amended by this Agreement:

<u>Agreement</u>	<u>Date</u> (if known)	<u>Ref.No.</u>

Other Agreements Referred to in this Agreement (with dates if available):

<u>Agreement</u>	<u>Date</u> (if known)	<u>Ref.No.</u>

Key Dates and Persons to Contact within R&C, and when:

<u>Date</u>	<u>Event</u>	<u>R&C Contact</u>	<u>Contact Date</u>

DESIGN AGENCY AGREEMENT

DATE: 17th September 2003

PARTIES:

- (1) **RECKITT BENCKISER CORPORATE SERVICES LIMITED** a company registered in England of 103-105 Bath Road, Slough, Berkshire, SL1 3UH ("RB") and
- (2) **pure realisation ltd** a company registered in England of 4 Brooklyn Works, Green Lane, Kelham, Island, Sheffield S3 8SH (the "Agency")

TERMS AGREED:

1. DEFINITIONS

"Affiliates" means the subsidiaries and the ultimate holding company and all subsidiaries of such ultimate holding company of either party (for the purposes of this Agreement the terms "subsidiary" and "holding company" having the meanings assigned to them by Section 736 of the Companies Act 1985 (as amended by the Companies Act 1989) and **"Affiliate"** means any one of them.

"Intellectual Property Rights" means patents, trade marks, designs, design rights, copyright (including all copyright in any designs), inventions, utility models, trade secrets, know-how, confidential information, and all other intellectual property rights and rights of a similar character in any part of the world (whether or not the same are registered or capable of registration), and all applications and rights to apply for protection of any of the same.

"Products" means any product developed, marketed or sold by RB or its Affiliates

"RB Group" means RB and its Affiliates.

"RB Information" means and includes all and any information disclosed by the RB Group or gained while visiting the RB Group's premises including, without limitation:

- (a) any information relating to the Products of RB and the individual products forming part of the Products including any samples, concepts, formulations, specifications, data relating to manufacturing and quality control processes and procedures, advertising and marketing plans;

SA 0586

- (b) any past, current or proposed development projects or plans for future development work;
- (c) technical, marketing, financial and commercial information relating to the Products;
- (d) the commercial and business affairs of the RB Group worldwide.

"Services" means the services to be performed by the Agency under this Agreement and more specifically detailed in clause 3

2. TERM

Subject to the other provisions in this Agreement, this Agreement starts on [insert date] and will continue thereafter until terminated by either party.

3. THE AGENCY'S UNDERTAKINGS

- 3.1. During the term of this Agreement, the Agency shall provide the services to RB as set out in Schedule 1 or other Schedules as agreed between the parties from time to time. Schedule 1 may be amended from time to time to cover new projects to be covered under the terms of this Agreement.
- 3.2. RB reserves the right at any time to vary by addition or subtraction the Services agreed to be provided. RB will pay any costs reasonably incurred as a result of cancellation or changes requested by it.
- 3.3. The Agency must ensure that it has the necessary authorisations from RB personnel for work in progress and third party suppliers as set out in this Agreement or communicated to the Agency from time to time.
- 3.4. The Agency will meet all time constraints laid down by RB, unless otherwise agreed in writing with RB prior to commencement of activity.
- 3.5. If the Agency is required to carry out work with consumers, the Agency agrees that it shall:
 - 3.5.1. ensure that all consumers are made aware of the confidential nature of RB Information;
 - 3.5.2. where the Agency provides consideration to a third party, including but not limited to a paying a consumer for participating consumer research, then the Agency shall:
 - 3.5.2.1. seek the prior consent of RB;
 - 3.5.2.2. ensure that consumer third parties agree to a confidentiality undertaking as detailed in Schedule 2; and
 - 3.5.2.3. procure, by way of an agreement (to be approved by RB in advance) between itself and the relevant third party, an assignment by the third party to RB of all copyright, design right

and other intellectual property rights in any ideas, concepts, improvements to RB products, etc. or analogous rights anywhere in the world (whether now existing or brought into being in the future) absolutely as legal and beneficial owner, whereupon all right, title and interest in such work shall be assigned to RB in accordance with clause 11.

- 3.6. In providing the Services, the Agency will at all times act as principal and not as agent for RB and the Agency shall not enter into any agreements on behalf of RB or purport to bind RB without RB's prior written agreement.
- 3.7. The Agency warrants that the personnel used by the Agency possess the necessary skill and expertise to perform the Agency's obligations under this Agreement and shall devote such of their time, attention and skill as may be necessary for the proper performance of these obligations. The Agency shall carry out the Services with the skill and care which could reasonably be expected to be provided by a professional design agency undertaking major projects for a substantial client who places heavy emphasis on brand strength and goodwill.
- 3.8. The Agency shall carry out the following activities for every stock-keeping unit (SKU) piece of artwork it generates:
- deliver the following types of output: Adobe Illustrator, Adobe Acrobat, Adobe PhotoShop, Freehand
 - support total digital workflow: scan at 300dpi, 3D Photo Real capabilities, handle 15mB files, create digital proof
 - connect at T1 or higher to RB's Digital Repository.

4. RB's OBLIGATIONS

RB shall:

- 4.1. procure that the employees of RB shall co-operate with the Agency in relation to the subject matter of this Agreement; and
- 4.2. provide such information regarding the Products as the Agency may reasonably request for the proper performance of the Services.

5. FEES

- 5.1 In consideration of satisfactory performance of the Services by the Agency, RB shall pay the Agency a fee as set out in Schedule 1 or other Schedules as agreed between the parties from time to time.
- 5.2 The Agency shall submit invoices for any payments due under this Agreement in pounds sterling exclusive of VAT or other similar taxes in accordance with Schedule 1 or as agreed between the parties.

5.3 RB shall pay any correct invoices submitted by the Agency within 90 days following the date of invoice.

5.4 If the Agency carries out any services on behalf of a RB Affiliate, it shall invoice the relevant RB Affiliate and the relevant RB Affiliate shall pay the Agency in accordance with the terms agreed directly between the RB Affiliate and the Agency.

6. COSTS AND EXPENSES

6.1. All expenses incurred by the Agency directly in connection with the provision of the Services shall be borne by the Agency except where approved by RB in advance.

6.2. The Agency agrees that any invoices submitted to RB for reimbursement of any items of expenditure falling within this clause 6 will be exclusive of VAT.

6.3. RB shall pay any correct invoices submitted by the Agency under this clause 6 within 90 days following the date of invoice.

7. AUDITS

The Agency shall, if requested by RB, give RB's authorised representatives access to the Agency's records and books, for the purpose of auditing the Services and the costs related to them. For this purpose, the Agency must retain records for three (3) years after termination of the Agreement.

8. EXCLUSIVITY

During the term of this Agreement and for a period of one (1) year after its termination, the Agency and its subsidiaries shall not (without RB's prior written consent) provide services similar to the Services (whether directly or indirectly) to any other person in the world in respect of any product or products which in the reasonable opinion of RB competes with any of the products of RB or RB's Affiliates. For the purposes of this Agreement any reference to "person" includes a natural person, firm, partnership, company, corporation, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality).

9. CONFIDENTIALITY

9.1. During the term of this Agreement, the RB Group may disclose to the Agency RB Information. The Agency undertakes that it shall (and shall procure that its Affiliates shall):

9.1.1. keep the RB Information confidential;

- 9.1.2. not disclose the RB Information to any third party without obtaining the prior written consent of RB;
- 9.1.3. not use the RB Information for any purposes other than in connection with the performance of the Services;
- 9.1.4. at any time upon the written request of RB, return all copies of the RB Information to RB.

9.2. The obligations of confidentiality set out in paragraph 1 of this clause 12 shall not extend to:

- 9.2.1. information which was in possession of the Agency prior to disclosure by the RB Group;
- 9.2.2. information which is now or hereafter comes into the public domain other than through the default of the Agency;
- 9.2.3. information which the Agency hereafter learns from a third party acting in good faith who has not derived the same directly or indirectly from the RB Group.

9.3. The obligations of the Agency under this clause 9 shall survive expiry or termination of this Agreement.

10. PUBLICITY

Neither party shall make any press announcements or otherwise publicise this Agreement or the provision of the Services by the Agency without the prior written approval of the other party.

11. INTELLECTUAL PROPERTY

11.1. If any member of the Agency (or any of its employees, agents or sub-contractors), whether alone or with others shall during its engagement under this Agreement conceive, make, create or commission on behalf of RB or any Affiliate of RB any artwork, copy, idea, method, invention, technique, including for the avoidance of any doubt, modification, extension or improvement to RB's products, packaging, technology or RB Information, or any other work in relation to the Services (the "Work"), it shall promptly disclose full details thereof to the RB or the relevant Affiliate of RB and shall, upon request, promptly deliver, or procure their delivery, to such party. For the avoidance of doubt, Work presented to RB or one of its Affiliates but not developed further at that time or any time in the future shall be subject to this clause 11.

11.2. In consideration of RB agreeing to enter into this Agreement, the Agency:-

- 11.2.1. assign with full title guarantee to such member(s) of the RB Group as RB may designate all right, title and interest it has in any Work anywhere in the world (whether now existing or brought in to

being in the future) which is or may be Work which may benefit from the protection of copyright, design right, other Intellectual Property Rights or any analogous rights, and

11.2.2. shall hold on trust for such member(s) of the RB Group absolutely all right, title and interest it has in all Work anywhere in the world (other than that referred to in clause 11.2.1)

and, in either case shall at the request of RB and at the expense of the relevant member of the RB Group do all things necessary, or in the opinion of RB, desirable to vest all right title and interest which any the Agency shall have therein in such member(s) of the RB Group as RB may designate, absolutely as legal and beneficial owner.

11.3. If the Agency commissions or procures the production of any Work by any third party, then the Agency shall notify RB of its intention to do so and procure, by way of an agreement between itself and the relevant third party, and on identical terms to clause 11.2, an assignment by the third party to the Agency of all copyright, design right and other Intellectual Property Rights in such Work or analogous rights anywhere in the world (whether now existing or brought into being in the future) absolutely as legal and beneficial owner, whereupon all right, title and interest in such Work shall be assigned or held on trust (as the case may be) in accordance with the terms of clause 11.2.

11.4. The Agency shall procure that each individual involved in the creation or preparation of any Work pursuant to this Agreement waives any rights he/she may have by virtue of Chapter IV (moral rights) of Part 1 of the Copyright, Designs and Patents Act 1988 and any corresponding rights in any jurisdiction in respect of the Work.

11.5. The Agency shall, at the request of RB, give such assistance as they shall reasonably require from time to time including, but without limitation, in the course of legal proceedings or for the purpose of upholding, defending or enforcing all rights in the Work assigned or licensed pursuant to this clause 11.

11.6. The Agency shall procure that the Work prepared, created or commissioned for under this Agreement will not infringe the rights (including, without limitation, the Intellectual Property Rights) of any third party and it shall fully and effectively indemnify RB on demand, in respect of any costs, claims, expenses, damages, demands, loss or injury which RB may incur in connection with, or as a result of, any claim by a third party that the Work infringes such third party's rights.

11.7. The Agency agrees not to use, other than producing the Work, any Intellectual Property Rights owned by the RB Group without the prior written consent of RB.

12. DATA PROTECTION

12.1. The Agency agrees to carry out processing (which includes, without limitation, recording, organisation, storage, adaptation or alteration, retrieval, use, blocking, erasure or destruction, whether by manual or automatic means) of personal data in relation to the Services:

12.1.1 only in accordance with instructions from the RB Group;

12.1.2 in compliance with all relevant legislation; and

12.1.3 in accordance with appropriate technical and organisational measures to protect against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, data. RB reserves the right to inspect the Agency's security procedures and practices.

13. CUSTODY OF MATERIAL

The Agency agrees it shall at the request of RB store all or any Works or other materials created pursuant to the Services in suitable storage facilities, and shall deliver up the same to that party upon request. The Agency shall be entitled following RB's written consent to destroy all material left in the custody of the Agency two years after the termination of this Agreement.

14. INDEMNITY

14.1. Subject to clause 14.2, the Agency shall fully indemnify and keep RB indemnified against all liability, losses, costs, claims, expenses (including legal expenses) and demands which RB may incur, howsoever arising from any failure by the Agency to comply with the terms of this Agreement or any defect in the performance of the Services.

14.2. The only exceptions are damage, loss or injury caused by any deliberate act or failure to do something by RB required of it under this Agreement; or negligence by RB or any of its authorised agents; or liability RB may have to the Agency.

15. ASSIGNMENT

Neither party may assign any of its rights and obligations to any other party without the prior written consent of the other party. The Agency shall not sub-contract any part this Agreement without RB's prior written consent.

16. TERMINATION

16.1. Either party may terminate this Agreement immediately by giving written notice to the other if the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in

writing of that breach and requiring its remedy;

16.2. Either party may terminate this Agreement at any time by giving to the other not less than 30 days' prior written notice;

16.3. Either party may give notice in writing to the other terminating this Agreement with immediate effect if:-

- 16.3.1. the other party enters into a deed of arrangement;
- 16.3.2. the other party commits an act of bankruptcy;
- 16.3.3. the other party compounds with its creditors;
- 16.3.4. a receiving order is made against the other party;
- 16.3.5. an order is made or a resolution is passed for the winding up of the other party;
- 16.3.6. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party;
- 16.3.7. a receiver is appointed over any of the other party's assets or undertaking;
- 16.3.8. circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order against the other party; or
- 16.3.9. the other party takes or suffers any similar or analogous action in consequence of debt.

16.4. Either party may terminate this Agreement with immediate effect if there is a change in ownership of the other. There shall not be deemed to be a change in ownership of either of the parties if:-

- (a) at least fifty one percent (51%) of the issued equity share capital carrying with it the right to fifty one percent (51%) of the votes is owned directly or indirectly by the present ultimate holding company of the party in question; and
- (b) the ultimate holding company of the company in question at the date hereof has not become the subsidiary of a third party.

17. EFFECTS OF TERMINATION

Upon termination of this Agreement for any reason:-

17.1. The Agency shall immediately return RB all RB Information and all materials used or generated by or on behalf of the Agency relating to the Products and/or the Services, including all Works.

17.2. The Agency shall provide reasonable assistance to RB for a reasonable period of time in transferring responsibilities in respect of services similar to the Services to a new supplier.

17.3. RB shall not be liable for payment of any fees in respect of Services that have not been performed.

18. RELATIONSHIP

Nothing in this Agreement shall constitute or shall be deemed to constitute a partnership between the parties or to constitute the Agency or any of its Affiliates as agent for RB or any of its Affiliates.

19. WAIVER

A waiver (whether express or implied) by one of the parties of any provision of this Agreement or of any breach or default by the other party in performing any of the provisions shall not constitute a continuing waiver. The waiver shall not prevent the waiving party from subsequently enforcing any of the provisions not waived or from acting on any subsequent breach of or default by the other party under any provision.

20. GOVERNING LAW

This Agreement shall be governed by the laws of England and the parties submit to the jurisdiction of the English courts.

21. SEVERABILITY

If any provision of this Agreement shall for any reason be invalid or unenforceable, the remainder of this Agreement shall remain in force.

22. NOTICES

Notices provided under this Agreement to be given by either party to the other shall be in writing and shall be given by facsimile or by prepaid registered mail, to the respective addresses shown at the start of this Agreement

23. THIRD PARTY RIGHTS

23.1 The parties agree that the Affiliates of RB may enforce those terms of this Agreement which are construed for their benefit (under s1(1)(a) of the Contracts (Rights of Third Parties) Act 1999) but the parties reserve the right, (under s2(3)(a) of that Act), to rescind or vary this Agreement or any part of it without the consent of such Affiliates or any other person who is not a party to this Agreement.

23.2 Without prejudice to any right or remedy apart from the Contracts (Rights of Third Parties) Act 1999, save as aforesaid, a person who is not party to this Agreement has no right under the Act to enforce any term of this Agreement.

24. ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties and supersedes any and all prior agreements, understandings, and arrangements whether oral or written between the parties and between any of their respective Affiliates in relation to the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

Schedule 1

The Services and Fees

Various creative and graphic design work or projects at a competitive fee agreed between the parties from time to time.

Schedule 2

Confidentiality undertaking to be signed by consumers

CONFIDENTIALITY UNDERTAKING

I understand that I am about to be shown information on new products and/or product concepts that may be confidential.

I also understand that substantial damage could be done through unauthorised disclosure of this information.

I therefore undertake to keep the information confidential and not to disclose it to any other persons.

Signed:

.....

Date:

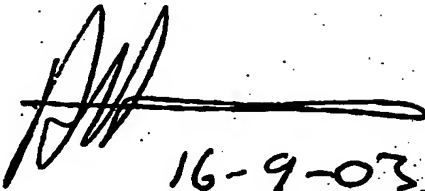
.....200

sent by :

SIGNED by
for and on behalf of
RECKITT BENCKISER CORPORATE SERVICES LIMITED

Fernando FERNANDO ALSTRIA
10/10/03

SIGNED by A.D. BARRALLENBET
For and on behalf of
pure realisation ltd


16-9-03.

Our Ref: R1210 Tl.ck

Your Ref: PMH/AS/McLeish

Date: 8 March 2005

Paul M Hewitt
Hewitt & Co
41 Townhead Street
Sheffield
S1 2EB

Dear Mr Hewitt

Re: Andrew Robert McLeish Deceased

Thank you for your letter dated 3 March 2005. I have been able to discuss this matter with our US lawyers and with the US Patent and Trademark Office, and it seems that there are procedures in place that we will be able to follow pending the issue of a death certificate in respect of Mr McLeish's late wife.

Consequently, at this stage, no further action is required from you. However, I should be most grateful if you would get in touch with me once a death certificate has been issued and an Executor appointed for the late Mrs McLeish.

Thank you for your assistance in these matters.

Yours sincerely
RECKITT BENCKISER plc

Dr Terry Instone

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HEWITT & CO

SOLICITORS

Partners
Paul M. Hewitt
John B. Evans B.A. (Hons)

Assistant Solicitors
Angela Burton LL.B. (Hons).
Barkat Walji LL.B. (Hons). ASCA. FMAAT. FAIA

Legal Executive
Jill Eddison F. Inst. L. Ex

Our Ref: PMH/AS/McLeish

Your Ref: R1210.TI.EK

Date: 3rd March 2005

Reckitt Benckiser Plc
Patent Department
Dansom Lane
Hull
HU8 7DS

Dear Dr Instone,

Re: Andrew Robert McLeish Deceased

I acknowledge receipt of your letter dated the 18th

The difficulty I have with this estate is that Andrew died interstate and (being older) presumed to have died before his wife Natalie. Natalie is the person entitled to obtain a grant of letters of administration to Andrews estate. Unfortunately at the present time her body has not been found and identified and therefore no death certificate can be issued. Consequently there is no one at the present time who could obtain letters of administration in respect of Natalie's estate.

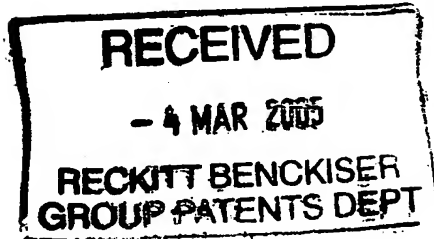
It would be such executors who would be entitled to obtain the grant in respect of Andrew's estate or who could be "cleared off" to enable Andrew's parents to obtain a grant in respect of his estate.

According to recent information issued by the foreign and commonwealth office it should be possible to obtain a grant in 3 to 4 months although this will depend upon the results of various police investigations.

I will keep you advised of developments.

Yours faithfully,

Paul M. Hewitt
HEWITT & CO



41 Townhead Street
Sheffield
S1 2EB

DX 10635 SHEFFIELD

Telephone 0114 276 3366
Fax 0114 276 3355

ascott@hewittandco.com
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CASE NO:	R1210
DIARY	
RECORDS	
INVOICE	
ACKNOW	
RENEWALS	

Our Ref: R1210 TI.ek

Your Ref: PMH/AS/McLeish

Date: 18 February 2005

Mr Paul M Hewitt
Hewitt & Co
41 Townhead Street
Sheffield
S1 2EB

Dear Mr Hewitt

Andrew Robert McLeish Deceased

Thank you for your letter dated 14 February 2005. Please note that my address is the "Patent Department" and not "Pension Fund" for future communications.

Thank you for clarifying the situation with respect to the late Mr McLeish and his wife, Natalie. Thank you also for sending a copy of the interim death certificate. As you will appreciate, this is a very complex situation and both statute and case law are relatively silent on the best way to proceed.

As I explained in my earlier letter dated 8 February, there are two types of documents which require the signature of the Personal Representative of the late Mr McLeish. I understand from your letter that it had been assumed that all of Mr McLeish's estate would pass automatically to his wife, Natalie. However, as Mr McLeish was holding on trust the Intellectual Property that had arisen through his employment at Pure Realisation Limited, I believe it would be in the interests of both Mr McLeish's estate and his wife's estate to ensure that a Personal Representative is appointed for Mr McLeish's estate so that these matters can be dealt with. I would consider it most appropriate, given that you are dealing with these matters on behalf of Mr McLeish's family and, presumably his wife's family, if you were to apply to become the Personal Representative.

The first type of matter that requires the signature of Mr McLeish's Personal Representative is the signature of Oaths for the United States of America Patent Office declaring that Mr McLeish was the inventor or designer for the invention or design concerned. In the United States of America only the inventor or designer may make an application for the registration of an Intellectual Property right. The United States law makes it clear that in the case of a designer or inventor dying before the application is made then only the Personal Representative or legal representative of that designer or inventor may make the application. It would not be possible for Reckitt Benckiser or Pure Realisation to make such an application.

There is also a second matter that requires the signature of Mr McLeish's Personal Representative. Reckitt Benckiser have applied for various design and patent applications where Mr McLeish was a co-inventor. In those applications we stated, as is required by law, that Mr McLeish was an inventor and at some point during the prosecution of the application we needed to prove to various Patent Offices that we have the right to make the application because of the agreement we had with Mr McLeish through Pure Realisation Ltd. In theory we could supply a paper trail including the agreement between Pure Realisation and Reckitt Benckiser and the agreement between Andrew McLeish and Pure Realisation Ltd which would explain that the Intellectual Property was effectively held on trust by Mr McLeish for Reckitt Benckiser. However, it is generally much simpler if we can get the inventor to sign an Assignment stating that the Intellectual Property has been directly transferred to Reckitt Benckiser, the equitable owners of the Intellectual Property. In a situation where the inventor has died prior to this assignment it is much simpler for all parties if the Personal Representative signs this Assignment, and this is accepted by all Patent Offices around the world along with a copy of the death certificate.

In summary, I think the best way forward would be for you to apply to become the Personal Representative of Mr McLeish's estate, explaining the reasons for the need for probate because of the Intellectual Property which is held on trust by Mr McLeish's estate on behalf of Reckitt Benckiser. Once probate has been granted you would then be able to make the assignments necessary and to sign the oaths necessary for the continued prosecution of the relevant Intellectual Property.

Please do not hesitate to contact me by telephone if you feel that the situation is not clear and we need to discuss the matters further. This is not a situation that I have had to deal with previously and I am open to any helpful suggestions as to how best to sort out this matter as discreetly as possible.

Yours sincerely
RECKITT BENCKISER plc

Dr Terry Instone

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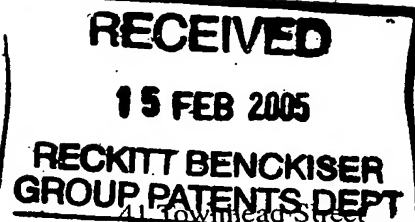
Our Ref: **PMH/AS/McLeish**

Your Ref: **R1210.TI.EK**

Date: **14th February 2005**

F.A.O Dr T Instone
Reckitt Benckiser
Pension Fund
Dansom Lane
Hull
HU8 7DS

TO:	Ti
TO:	05/15/2
CASE NUMBER	R1210
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Direct Dial Fax: 0114 2900819

Dear Dr Instone,

Re: Andrew Robert McLeish Deceased

I acknowledge receipt of your letter dated the 8th February and note what you say therein.

I confirm that I have discussed the situation with Andrew Baraclough who I am pleased to advise you does not appear to dispute that Reckitt Benckiser are entitled to assignments in respect of intellectual property arising out of matters commissioned by the company. However I assume from the contents of your letter that the initial registrations were not in the name of Pure Realisation Limited but in the name of Andrew McLeish personally. The difficulties that have arisen in this case are that Andrew died in testate having not made a Will. His immediate next of kin and sole beneficiary was his wife Natalie who unfortunately died in the same disaster however Natalie being younger than Andrew was deemed to have died after him. Unfortunately Natalie's body has not yet been found and identified and therefore no death certificate has been issued and no grant can be obtained in respect of her estate. It is likely that a period of at least six months will need to have elapsed before and interim certificate can be obtained on the basis of her missing, presumed dead.

In the circumstances there is no personal representative in respect of Andrew's estate capable of signing any Deeds of Assignment, maybe necessary. I am not certain as to whether or not such a deed could be executed by Andrew Baraclough on behalf of the company Pure Realisations Limited.

I look forward to hearing from you with your views on the situation as soon as possible.

Yours faithfully,

Paul M Hewitt
HEWITT & CO

Our Ref: R1210 TI.ek

Date: 8 February 2005

Paul Hewitt
Hewitt & Co
41 Townhead Street
Sheffield
S1 2EB

Dear Mr Hewitt

Assignment of designs/inventions

Following our conversation on 7 February 2005 concerning the late Andrew McLeish, I am writing to give you details of the business dealings that we had with Mr McLeish through Pure Realisation Design Agency, and to explain how we need the assistance of the Legal Representative of the late Mr McLeish in order to deal with certain patent and design applications which are currently pending.

First of all I should explain that Mr McLeish and Pure Realisation Design Agency were bound by a confidentiality agreement. The matters I will be asking you to deal with concern commercially sensitive inventions and designs and I must ask you to keep these strictly confidential to Reckitt Benckiser or Pure Realisation Limited. Of course, you are free to discuss the matters with Andrew Barraclough or other employees at Pure Realisation Limited in order to look after the interests of Mr McLeish's estate.

My understanding of the situation is that Mr McLeish used to work for Reckitt Benckiser, then left to set up a design agency, Pure Realisation Limited, with Andrew Barraclough. Mr McLeish maintained good relations with his ex-colleagues at Reckitt Benckiser and Reckitt Benckiser became one of the design agency's major customers. The relationship was a fairly straightforward one, as it common between multi-nationals such as Reckitt Benckiser and design agencies. Reckitt Benckiser would supply the design agency with a brief for the design of a new product and the design agency, in particular Mr McLeish, would come up with ideas and designs which he would submit to the company and in return Reckitt Benckiser paid a fee.

This agency work was subject to an agreement dated 17 September 2003 between Reckitt Benckiser Corporate Services Limited and Pure Realisation Limited. A copy of this agreement is enclosed with this letter. Paragraph 11 of this agreement deals with Intellectual Property and you will see at paragraph 11.2.1 that the agency assigns, with full title guarantee, to Reckitt Benckiser, all right, title and interest it has in any work which may benefit from the protection of copyright, design right and other Intellectual Property rights. You will also see that at paragraph 11.2.2 the agency agrees to do all things necessary to vest all right, title and interest in the work to Reckitt Benckiser, at Reckitt Benckiser's expense.

I deal with the registration of patent and designs for Reckitt Benckiser. In the normal course of events, patent and design registration applications are filed, notifying the names of the inventors, but without any formal assignment of the Intellectual Property from the inventor or designer to the applicant company. This is normally supplied at a later date in the form of an assignment document signed jointly by all the inventors or designers. Because the inventors are either employees of Reckitt Benckiser, or have agreed already to assign their Intellectual Property rights to Reckitt Benckiser in an agreement, such as the one enclosed, the assignment document is normally for a nominal consideration such as £1.

Mr McLeish was heavily involved in a number of projects for Reckitt Benckiser and is the joint inventor or joint designer on around 28 separate cases. For each of these cases various signed documents are required from the inventors for each of the countries where we file a patent application or a registered design application. This may be from 10 to 15 countries for each case. In particular, for applications in the United States of America, only the inventor or designer may make an application for a patent or an invention under a quirk of US law. For these applications we will need the Legal Representative of Mr McLeish's estate to sign an oath declaring that he was the inventor or designer in the case concerned.

I will be happy to prepare all the documents that are needed for signature and send these to you as and when necessary over the next two to three years as the need for their signature arises. Please discuss these matters with Andrew Barraclough and Pure Realisation Limited to ensure that you are fully content that Mr McLeish's estate is responsible for the signature of the documents referred to above. As I mentioned in our telephone conversation, Reckitt Benckiser will be prepared to pay any reasonable costs relating to these matters.

Please do not hesitate to contact me if I can be of any further assistance in clarifying the situation. The first set of documents is due with a deadline of 16 March 2005 for the United States Patent Office. I am currently getting these documents signed by the other joint inventors/designers, but I will forward them to you for signature shortly.

Yours sincerely
RECKITT BENCKISER plc

Dr Terry Instone
Registered Patent Attorney
European Patent Attorney


Encl.

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Coroner's Court
25 Bagleys Lane Fulham London SW6 2QA
TELEPHONE 020 8753 6800 FACSIMILE 020 8753 6803

CORONER'S INTERIM CERTIFICATE OF THE FACT OF DEATH
Pursuant to the Coroner's Act 1988 Rule 30 of the Coroner's Rules 1984 (Statutory Instrument No.552)

OVERSEAS DEATH	
Name	Andrew Robert McLEISH
Date of Birth	23 rd August 1973
Address	5 Hillfoot Court Baslow Road Totley, Sheffield
Country and Probable Date of Death	Thailand 26 th December 2004
Date Inquest Opened	10th January 2005
The Medical Cause of Death was as follows	
Ia	Drowning
Ib	
Ic	
II	
I certify that in accordance with my statutory duty, I have opened an inquest into the death of the above-named, and taken evidence of the facts set out, which stands adjourned for the completion of my enquiries. Details are subject to confirmation at inquest.	
Signed	
	Date 11 January 2005
Miss Alison M. Thompson H.M. Coroner	

ASSIGNMENT/AGREEMENT

THIS ASSIGNMENT is made the 29th day of September 2003.

BETWEEN: Mr Andrew Robert McLeish, 4 Brooklyn Works, Green Lane,
Sheffield, S3 8SH, United Kingdom

(hereinafter called "the Assignor", which expression where the context so requires shall include his successors in title) of the one part

and: **RECKITT BENCKISER (UK) LIMITED**

whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH, United Kingdom

(hereinafter called "the Assignee" which expression where the context so requires shall include its successors in title) of the other part

WHEREAS:-

- (a) the Assignor claims to be the or an inventor of the invention (hereinafter called "the invention") described in the specification accompanying the application for a patent details of which are set out in the first schedule hereto (hereinafter called "the scheduled application")
- (b) the Assignor has agreed with the Assignee to assign or confirm (as the case may be) to the Assignee rights in the invention as hereinafter set forth.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

1. In consideration the sum of £1.00 (one pound) paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns unto the Assignee to the extent of his right, title and interest therein (if any):
 - (i) the right to apply for and obtain a patent or other forms of protection in respect of the invention in the countries set out in the second schedule hereto (hereinafter called the scheduled countries) including the right to make a further application in respect of any part or parts of the matter contained in any earlier application.
 - (ii) the right to claim priority from the scheduled application under the terms of the International Convention.

TO HOLD the same unto the Assignee absolutely.

2. The Assignor hereby covenants and agrees with the Assignee that he will as and when required by the Assignee so to do execute sign and do all such instruments applications documents acts and things as may be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned and to apply for and obtain a patent or other forms of protection in respect of the invention in the scheduled countries and fully and effectively to vest the same in the Assignee or as it shall direct.

3. In this Assignment words importing the masculine gender shall include the feminine and words importing the singular shall include the plural.

IN WITNESS whereof the Assignor has hereunto set his hand and the Assignee has caused these presents to be executed the day and year first before written.

THE FIRST SCHEDULE

Country of Application	Date of Filing	Number
United Kingdom	06 June 2003	0313032.5

THE SECOND SCHEDULE

PCT (all possible Designations)

Malaysia, Pakistan, Chile, Argentina and Thailand

SIGNED by the Assignor.....
 Andrew Robert McLeish

In the presence of:

Signed by the Witness.....

Name of Witness:.....

Address:.....
SHEFFIELD.....

Occupation:.....

SIGNED for and on behalf of the Assignee.....
RECKITT BENCKISER (UK) LIMITED

In the presence of:

Signed by the Witness:.....

Name of Witness:.....

Address:.....
 DAN SCOTT LANE, FULL.....

Occupation:.....

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